

**BOARD OF SUPERVISORS MEETING
MONDAY, OCTOBER 21, 2019
6:30 PM**

The Appomattox County Board of Supervisors held a scheduled meeting on Monday, October 21, 2019 at 6:30 p.m. in the Board of Supervisors meeting room located at 171 Price Lane, Appomattox, Virginia.

Appomattox County Board of Supervisors

Present:

Samuel E. Carter	Courthouse District, Chairman
William H. Hogan	Appomattox River District
Chad E. Millner	Falling River District, Vice-Chairman
Bryan A. Moody	Wreck Island District

Remote Participation: (telephone)

1541 East Gulf Beach Drive, Eastpoint, Florida	
Watkins M. Abbitt, Jr.	Piney Mountain District

Also Present:

Susan M. Adams, County Administrator
Tom Lacheney, County Attorney
John Spencer, Information Systems Manager/Purchasing Agent
Johnnie Roark, Community Development Director
Vicky Phelps, Finance Director

Call to Order- Chairman Carter

Handicap Accessibility Statement- Susan Adams, County Administrator

Pledge of Allegiance

Invocation – Chairman Carter

Setting of Agenda

Ms. Adams asked Chairman Carter to move the following agenda item for discussion/approval after the Closed Session:

County Waste Host Agreement- Ratification of Signature

Mr. Hogan made a motion to adopt the Agenda with requested changes. Mr. Millner seconded Mr. Hogan's motion. Chairman Carter called for a vote: Chairman Carter, aye; Mr. Abbitt, aye; Mr. Hogan, aye; Mr. Millner, aye; Mr. Moody, aye.

CITIZEN PUBLIC COMMENT PERIOD

Mr. Paul Harvey, Mayor, Town of Appomattox, came forward and stated that he was speaking on behalf of the Appomattox County Railroad Festival Committee. He congratulated Mr. Spiggle on the Resolution of Honor that was to be presented to him later in the meeting.

Mayor Harvey stated that he was proud to announce that the Appomattox Annual Railroad Festival placed third in the Annual Community Events as recognized by the News and Advance 2019 Readers Choice Awards.

Mr. Moody along with all Board members thanked Mayor Harvey for the hard work and dedication that he put forth during the festival.

APPEARANCES

Resolution in Honor of Ronald C. Spiggle

Chairman Carter stated that Mr. Ronald C. Spiggle, native of Appomattox County and former Board of Supervisor member, has served a lifetime of outstanding public service to the citizens of Appomattox County, the Town of Appomattox, and the Central Virginia region. He has also been a positive role model and statewide advocate for the Appomattox Community.

Chairman Carter and the Board called Mr. Spiggle to come forward to be presented with the following resolution. Chairman Carter read and presented Mr. Spiggle with the following resolution:

RESOLUTION HONORING RONALD C. SPIGGLE

WHEREAS, Ronald C. Spiggle ably represented the Falling River District as a member of the Appomattox County Board of Supervisors from 2012 to 2015 and previously served as a member of the Appomattox County Economic Development Authority and as Chairman of the Appomattox County Library Advisory Committee; and

WHEREAS, Ronald C. Spiggle served as Mayor of the Town of Appomattox from 1978 to 2006 and as Co-Manager of the Town of Appomattox from 1986 to 1999, this after having served as a member of the Appomattox Town Council from 1974 to 1978; and

WHEREAS, Ronald C. Spiggle was a respected leader in Central Virginia regional affairs for many years, including representing Appomattox County and/or the Town of Appomattox as a member and officer of the Central Virginia Planning District Commission, the Greater Lynchburg Chamber of Commerce Tourism Advisory Council, the Central Virginia Regional Air Pollution Control Board, the Fair by the James Board of Directors, the Salvation Army Lynchburg Advisory Board, and other regional organizations; and

WHEREAS, Ronald C. Spiggle heavily participated in the activities of the Virginia Municipal League, including serving as the Chairman of the VML Town Section, as a member of both the Nominations and Legislative Committees, and as a member of the VML Task Force under the Attorney General of Virginia charged with studying and making recommendations on the Virginia Conflict of Interest Law; and

WHEREAS, Ronald C. Spiggle received several gubernatorial appointments, including appointments to the Virginia Transportation Safety Board by Governors Robb and Baliles and appointments to the Virginia Advisory Commission on Intergovernmental Relations as Virginia Municipal League Representative by Governors Wilder and Allen; and

WHEREAS, Ronald C. Spiggle, in both personal and professional associations, has served his Community through active participation in church and civic organizations promoting community growth and investment, including serving as Chairman of the New Library Fund-Raising Committee, as a member of both the Appomattox County Rescue Squad and Appomattox Volunteer Fire Department Building Fund Committees, in leadership roles with the Appomattox Jaycees and American Legion Post #104, and as a member of the Appomattox County Development Corporation, Appomattox Post Office Advisory Board, Appomattox Chapter of Habitat for Humanity, Appomattox Chamber of Commerce Marketing Committee, Appomattox Lions Club, Woodmen of the World #71, Monroe Masonic Lodge #301 A.F. & A.M., and the Order of the Eastern Star Chapter 10; and

WHEREAS, Ronald C. Spiggle also put his leadership skills to work as Chairman and member of the Farmers Bank Board of Directors, as a member of Southside Community Hospital Board of Directors, as Chairman of the Appomattox County Democratic Committee, as an officer of the Falling River County Club, and as Chairman and member of the Local Advisory Board of Coreast Savings Bank of Appomattox; and

WHEREAS, Ronald C. Spiggle, in honor of his achievements, has earned many awards and recognition through the years, including the 1986 Distinguished Citizen Award presented by the Historic Appomattox Railroad Festival Board and the 1989 State Friend of Extension Award presented by the Virginia Extension Council, both which were preceded by his selection for the 1970 edition of the Outstanding Young Men in America.

NOW THEREFORE BE IT RESOLVED THAT the Appomattox County Board of Supervisors does hereby officially recognize Ronald C. Spiggle for a lifetime of outstanding public service to the Citizens of Appomattox County, the Town of Appomattox, and the Central Virginia region, and also for being a positive role model to, and statewide advocate for, the Appomattox Community.

Mr. Millner made a motion to adopt the resolution recognizing Mr. Ronald C. Spiggle for his many years of outstanding service. Mr. Moody seconded Mr. Millner's motion. Chairman Carter called for a vote: Chairman Carter, aye; Mr. Abbitt, aye; Mr. Hogan, aye; Mr. Millner, aye; Mr. Moody, aye.

Mr. Spiggle thanked the Board and stated that he was humbled and that he enjoyed his time serving on the Board of Supervisors and serving the Town of Appomattox. He stated that this was quite an honor.

Mr. Millner stated that it is a honor to follow in Mr. Spiggle's footsteps representing the Falling River District and he has had big shoes to fill.

Mr. Moody thanked Mr. Spiggle for his leadership and all that he has done for the Community.

Mr. Hogan stated that this recognition is well deserved and that Mr. Spiggle's presence and input will be missed.

Chairman Carter stated that he enjoyed the 20 years that they served when Mr. Spiggle was the Mayor and the years he served on the Board of Supervisors. Chairman Carter stated that Appomattox would never be the same without his presence.

Mr. Mark Thomas, Southside Electric Cooperative

Chairman Carter stated that staff requested that Mr. Mark Thomas appear before the Board to provide an update on Southside Electric Cooperative's broadband Study findings and the Coop's intent to provide the services to their customers in Appomattox.

Mr. Thomas came forward and stated that he is aware that Broadband is important to businesses, students, and citizens. He stated that in working with a consultant to see if this service could be offered. He stated that they were told it would cost approximately \$220,000 million to serve all their citizens' He stated that in providing this service; it would jeopardize their stability and would create a rate increase and it would not be fair to bring to populated areas and not rural areas since all customers would be affected by the rate increase.

Mr. Thomas stated that Southside Electric Coop. would continue to explore viable options.

Mr. Thomas stated that he would provide a copy of the feasibility study to Ms. Adams for those who would like to review.

Mr. Millner stated that if there is anything that the Board can do to help them in providing this service to please contact them as they have citizens who want the service.

Ms. Megan Lucas, CEO & Chief Economic Development Officer - Lynchburg Regional Business Alliance

Chairman Carter stated that Ms. Megan Lucas, CEO & Chief Economic Development Officer, Lynchburg Regional Business Alliance, requested to appear before the Board to provide an update on the Alliance's services and to discuss the County's annual funding.

Ms. Lucas came forward and provided the Board an update on the Alliance's services and then stated that full participation is needed at \$1.25 per capita. She stated that full participation equates to \$19,420. She stated that last year Appomattox paid \$5000 who received approximately \$289,000 in services.

Following the update, Ms. Lucas called for questions/comments.

ACTION ITEMS

Holiday Lake 4-H Educational Center Support Resolution

Chairman Carter stated that for the Board's review and consideration is a letter from Preston Wilson, President/CEO of the Holiday Lake 4-H Educational Center requesting the Board to adopt the attached resolution to support their quest for funding from the Commonwealth of Virginia for essential capital safety improvement projects in the amount of \$332,000.

Chairman Carter presented the following resolution for adoption:

**RESOLUTION
IN SUPPORT OF A REQUEST
BY
HOLIDAY LAKE 4-H EDUCATIONAL CENTER (HL4HEC)
TO
THE COMMONWEALTH OF VIRGINIA
FOR ESSENTIAL CAPITAL SAFETY IMPROVEMENT PROJECTS**

WHEREAS, Holiday Lake 4-H Educational Center (HL4HEC), a non-profit 501c (3) organization, is requesting funds for essential capital safety improvements from the Virginia General Assembly, in the amount of \$332,000 for the 2020/2022 biennial budget,

WHEREAS, HL4HEC mission is to improve the quality of life by educating youth and adults in a natural setting,

WHEREAS, Holiday Lake 4-H Educational Center (HL4HEC) serves nineteen (19) Virginia localities which includes the counties of Albemarle, Amherst, Appomattox, Amelia, Brunswick, Buckingham, Campbell, Charlotte, Cumberland, Fluvanna, Greene, Louisa, Lunenburg, Mecklenburg, Nelson, Nottoway, and Prince Edward as well as the cities of Charlottesville and Lynchburg,

WHEREAS, HL4HEC is located in the 20,000-acre Appomattox/Buckingham State Forest, the largest state forest in Virginia,

WHEREAS, the 4-H Center leases 157.8 acres from the Virginia Department of Forestry on a long-term lease through the year 2080,

WHEREAS, the objectives of HL4HEC are:
To provide four seasons annually of educational camping programs for 4-Hers in Central, Southside and specialized camps across the state of Virginia.

To provide special programs and activities to include Natural Resource Education as a resource for school groups, 4-H clubs, the summer 4-H camping program as well as for adults.

To provide facilities, programs, and services necessary to serve as the Virginia 4-H Shooting Education Center.

To provide quality facilities and support services year-round for diverse groups from multiple geographical regions.

To evaluate the effectiveness of educational programming on an ongoing basis and to revise programming to meet the changing needs of stakeholders.

WHEREAS, today at HL4HEC, over ten thousand (10,000) participants (many of which are underserved youth) benefit annually from a variety of programs. Holiday Lake 4-H Educational Center has served the youth and adults of Central/Southside Virginia and beyond since 1941. Thousands of urban youth get to experience the “forest” through 4-H and Natural Resource Education programs at the 4-H Center. For almost 80 years, Appomattox County has played an active part of the more than one hundred thousand (100,000) lives that have been enriched at the 4-H Center through educational programs, friendships and a closeness to nature,

WHEREAS, in 2011 HL4HEC was registered as a Virginia Historic Landmark and listed on the National Register of Historic Places. The historic registration (which in part includes 15 cabins built in 1937 by the WPA which are still used today) assures that the original character of the historic buildings will be preserved,

WHEREAS, through a memorandum of understanding between the Appomattox County School Board and HL4HEC, the 4-H Center serves as a designated evacuation site to be utilized in the event of an emergency which would require students to be taken out of the Appomattox County Schools and be temporarily located at HL4HEC,

NOW THEREFORE BE IT RESOLVED, the 4-H Center’s capital improvement projects include facility upgrades/installations to include Medical Clinic Facility and Equipment Upgrade (including floor replacement and AED), PA System (Active Shooter), ADA accessibility improvements, Emergency Generator, Exterior Security Lighting, Infrastructure Upgrades (drainage system, sidewalks, sewer lines and water storage and pressure tank repair/painting), HVAC units, Large Pavilion Upgrade, Roof, Gutter and Siding Replacements, Kitchen Floor Replacement, Challenge Course Repairs and Improvements and Platform Tents for Outdoor Skill Education;

BE IT FURTHER RESOLVED, upon receiving the funds and completing the necessary capital improvements, Holiday Lake 4-H Educational Center will be able to increase the 4-H Center's useful life and continue to serve thousands of youth and adults for many years to come in Central and Southside Virginia.

Mr. Hogan made a motion to adopt the presented support resolution for the Holiday Lake 4-H Educational Center as requested. Mr. Millner seconded Mr. Hogan's motion. Chairman Carter called for a Roll Call Vote: Chairman Carter, aye; Mr. Abbitt, aye; Mr. Hogan, aye; Mr. Millner, aye; Mr. Moody, aye.

Commissioner of Revenue Refund Requests

Chairman Carter stated that Mrs. Sara Henderson, Commissioner of the Revenue is requesting the following to be paid from line item 1209-5803:

1) Refund John H. Simmons \$3,834.13 for real estate taxes paid. He qualifies for the Veteran's Exemption.

2) Refund John Salley Jr. \$4,100.43 for real estate taxes paid. He qualifies for the Veteran's Exemption.

Mr. Hogan made a motion to approve the refund requests submitted from the Commissioner of Revenue for John Simmons \$3,834.13 and John Salley \$4,100.43 and supplement \$7,934.56 to 1209-5803. Mr. Millner seconded Mr. Hogan's motion. Chairman Carter called for a Roll Call Vote: Chairman Carter, aye; Mr. Abbitt, aye; Mr. Hogan, aye; Mr. Millner, aye; Mr. Moody, aye.

Victim/Witness Assistance Program - Maryanne Freshwater, VW Advocate

Chairman Carter stated that for the Board's review is an overview of the Appomattox County Victim/Witness Assistance Program. Also attached for the Board's review is a Proclamation to adopt proclaiming October as Domestic Violence Awareness Month, and an invitation to join the YWCA of Central VA and Appomattox County Victim Witness Program on October 24th, 6:30 - 7:30 p.m., at the United Methodist Church for a Domestic Violence Candlelight Vigil.

Proclamation for Domestic Violence Awareness Month

Whereas, 1 in every 4 women will experience domestic violence during her lifetime;

Whereas, approximately 15.5 million children are exposed to domestic violence every year;

Whereas, when a family member is abused, it can have long-term damaging effects on the victim that also leave a mark on family, friends, and the community at large;

Whereas, families are indispensable to a stable society, and they should be a place of support to instill responsibility and values in the next generation;

Whereas domestic violence is widespread and is devastating to society as a whole, but particularly women and children;

Whereas, violence against women and children is a prevalent social ill due to the historical imbalance of power in gender and age;

Whereas, the problem of domestic violence is not confined to any group or groups of people, but crosses all economic, racial, gender, educational, religious, and societal barriers, and is sustained by societal indifference;

Whereas, the crime of domestic violence violates an individual's privacy, dignity, security, and humanity due to the systematic use of physical, emotional, sexual, psychological, and economic control and/or abuse;

Whereas, victims should have help to find the compassion, comfort, and healing they need, and domestic abusers should be punished to the full extent of the law;

Whereas, victims of violence should have access to medical and legal services, counseling, transitional housing, and other supportive services so that they can escape the cycle of abuse;

Whereas, we encourage domestic violence victims and their families to seek assistance from appropriate victims' services organizations and the National Domestic Violence Hotline (1-800-799-SAFE);

Whereas, it is important to recognize the compassion and dedication of the individuals who provide services to victims of domestic violence and work to increase public understanding of this significant problem;

Whereas, it is battered women themselves who have been in the forefront of efforts to bring peace, equality, and healing to our homes and communities;

Whereas, local programs, state coalitions, national organizations, and other agencies nationwide are committed to increasing public awareness of domestic violence and its prevalence, and to eliminating it through prevention and education;

Whereas, important partnerships have been formed among criminal and juvenile justice agencies, healthcare providers, allied professionals, and victim services to assist victims of domestic violence and their families;

Whereas, the United States President and Congress as well as other federal agencies have expressed a commitment to eliminating domestic violence both nationally and internationally;

Whereas, our Nation must dedicate ourselves to protecting vulnerable members of our society;

Whereas, our Nation has a moral obligation to work to prevent domestic violence and to address its brutal and destructive effects;

Whereas, our Nation must make ending domestic violence a national priority;

NOW THEREFORE, in recognition of the important work done by domestic violence programs and victims' service providers, the Appomattox County Board of Supervisors do hereby proclaim the month of October as Domestic Violence Awareness Month and urge all citizens to actively participate in the scheduled activities and programs sponsored by the YWCA Domestic Violence Prevention Center and Appomattox County Victim/Witness Assistance Program to work towards the elimination of domestic violence.

Mr. Hogan made a motion to adopt the Domestic Violence Awareness Month Proclamation urging all citizens to actively participate in the scheduled activities and programs sponsored by the YWCA Domestic Violence Prevention Center and Appomattox County Victim Witness Assistance Program to work towards the elimination of domestic violence. Mr. Moody seconded Mr. Hogan's motion. Chairman Carter called for a vote: Chairman Carter, aye; Mr. Abbitt, aye; Mr. Hogan, aye; Mr. Millner, aye; Mr. Moody, aye

Board of Equalization Info

Chairman Carter stated that at the July 15, 2019 meeting, staff notified the Board to be ready to appoint Board of Equalization members.

Appoint up to five (5) members to serve on the Board of Equalization. Members should be broadly representative of the community. And at least 30% of the appointed members must be commercial or residential real estate appraisers. Other real estate professionals, builders, developers, legal or financial professionals, and at least one such member shall sit in on all cases involving commercial, industrial or multi-family residential properties. Statue provides for alternate Board members to be appointed. Board of Equalization training is set for Tuesday, November 12th from 9:00 a.m. to 12:00 p.m. in the Administration Office conference room.

After discussion, it was a consensus of the Board to appoint a three person Board of Equalization.

Mr. Carter made a motion to nominate Mr. Jeff Smith; Mr. George Almond and Mr. David Hix to serve on the Board of Equalization. Mr. Hogan seconded Mr. Carter's motion. Chairman Carter called for a vote: Chairman Carter, aye; Mr. Abbitt, aye; Mr. Hogan, aye; Mr. Millner, aye; Mr. Moody, aye.

CONSENT AGENDA

Invoices Submitted For Payment

Please review the attached invoices and approve for payment:

October 7, 2019	\$53,680.98
October 18, 2019 - CSA	\$144,814.09
October 21, 2019	\$501,733.97
TOTAL:	\$700,229.04

Staff Recommendation: Please review and consider approval of the attached invoices for payment.

Minutes

Please review the following DRAFT minutes for approval:

Monday, September 16, 2019, Scheduled Meeting

Social Services Carry Forward Fund Request

Mr. Brad Burdette, Director of Social Services has requested to Carry Forward FY 2019 local funds in the amount of \$47,749.74 to the Department's FY 2020 budget. These funds had been previously requested and the Board requested staff to ask Mr. Burdette if they could be used toward future construction. Mr. Burdette previously felt as if they could and since that time, the caseload has increased and he is requesting these FY 2019 leftover funds be carried forward to purchase a vehicle. Additionally, the phone system needed repair and it was determined that the equipment is old and needs to be replaced.

Staff Recommendation: Consider Mr. Burdette's request to Carry Forward FY 2019 local funds in the amount of \$47,749.74 and supplement by consent \$47,749.74 to 5301-1001 in the FY 2020 budget.

DMV Traffic Control Grant Carry Over Funds

Please supplement by consent and appropriate the following Carry Over funds from the FY 2019 Operating Budget to the FY 2020 Operating Budget:

3101-1004	Overtime	\$9,987.18
3101-2001	FICA	\$774.07
3101-7001	Equipment	\$5,000.00
TOTAL:		\$15,761.25

Staff Recommendation: No new local funds are required. The funds are carried over annually because of the Federal Grant year overlap.

Sheriff's Department Carry Over Funds

Please supplement by consent and appropriate the following Carry Over funds from the FY 2019 Operating Budget to the FY 2020 Operating Budget:

3102-1007	Traffic Safety OT	\$13,376.05
3102-5804	TRIAD	\$460.02
TOTAL:		\$13,836.07

Staff Recommendation: No new local funds are required.

D.A.R.E. Carry Over Funds

Please supplement by consent and appropriate the following Carry Over funds from the FY 2019 Operating Budget to the FY 2020 Operating Budget:

3105-5401 DARE **\$1,235.12**

Staff Recommendation: No new local funds are required. Balance of funds from donations received.

Animal Control Donations Carry Over Funds

Please supplement by consent and appropriate the following Carry Over funds from the FY 2019 Operating Budget to the FY 2020 Operating Budget:

3501-5804 Donations **\$2,349.00**

Staff Recommendation: No new local funds are required. Donations received for Animal Control activities.

E-911 Carry Over Funds

Please supplement by consent and appropriate the following Carry Over funds from the FY 2019 Operating Budget to the FY 2020 Operating Budget:

3606-7011 PSAP Grant **\$1,098.80**

Staff Recommendation: No new local funds are required. Remaining grant funds to be expended.

CDBG Carry Over Funds

Please supplement by consent and appropriate the following Carry Over funds from the FY 2019 Operating Budget to the FY 2020 Operating Budget:

8101-3002	Professional Services	\$32,656.00
8101-3009	Local Gov't Council	\$24,316.50
8101-3010	Construction	\$370,381.60
8101-5899	Non/CDBG Leverage	\$6,507.50
TOTAL:		\$433,861.60

Staff Recommendation: No new local funds are required. Remaining grant funds to be expended.

Sports Complex Carry Over Funds

Please supplement by consent and appropriate the following Carry Over funds from the FY 2019 Operating Budget to the FY 2020 Operating Budget:

7101-7001 Equip/Youth Association **\$3,667.75**

Staff Recommendation: No new local funds are required. These funds are carried forward annually to fund sport equipment requests at the Sports Complex.

Capital Projects Carry Over Funds

Please supplement by consent and appropriate the following Carry Over funds from the FY 2019 Operating Budget to the FY 2020 Operating Budget:

9104-7014 Capital Projects **\$200,000.00**

Staff Recommendation: No new local funds. Staff is requesting these funds be carried forward to the FY 2020 budget to support pending projects at the Courthouse.

School Appropriation Request

Dr. Annette Bennett, Superintendent submitted an appropriations request for the following:

Fund 3	School Capital Improvement Fund	\$246,973.13
Fund 6	School Textbook Fund	\$267,786.76
TOTAL:		\$514,759.89

Note: Last year, Dr. Bennett submitted a request for the School's Textbook Fund and the School's Capital Improvement Fund to be re-appropriated to their FY 2019 budget. Board action "designated" the funds to these accounts requiring "project" expenditure specific request for these funds be requested to the Board of Supervisors for appropriation. The School Board eliminated a FY2018 Special Projects carry forward fund of \$118,559 and transferred the funds to the FY2019 School Capital Improvement Fund. An additional \$150,000 was transferred from the FY 2018 School Operating Fund to the FY 2019 School Textbook Fund, which are shown on the appropriation request of \$514,759.89. During the FY 2019 budget year, \$12,359 was expended from the School CIP fund and \$305,574.82 from the School Textbook fund. Dr. Bennett is requesting that these be appropriated to the School CIP and Textbook funds in the FY 2020 budget.

STAFF RECOMMENDATION: Consider Dr. Bennett's request to appropriate \$246,973.13 to the School Capital Improvement Fund and \$267,786.76 to the School Textbook Fund and be utilized for expenditures complying with the Textbook Fund and School CIP Fund policies that were adopted by both Boards.

Circuit Court - Law Library

Please transfer by consent from the Law Library Fund to the General Fund and supplement the following:

2101-5804	Law Library	\$469.00
		\$523.61
TOTAL:		\$992.61

RE: Purchase of law books by the Circuit Court Clerk for the Law Library.

Staff Recommendation: Transfer requested funds from the Law Library to the General Fund and supplement to 2101-5804.

Community of Candles Decorations

Please supplement by consent and appropriate the following:

1101-5601	Community of Candles (Decorations)	\$1,500.00
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RE: Grant funds received from Walmart for Community of Candles decorations.

Staff Recommendation: No new local funds are required.

Department of Social Services

Please supplement by consent and appropriate the following:

5301-2002	VRS	\$11,199.82
5301-2006	Group Life	\$848.16
5301-2002	ICMA-RC	\$1,038.22
	TOTAL:	\$13,086.20

RE: Reimbursement for September, 2019 payroll deductions.

Staff Recommendation: No new local funds are required.

General Properties - Maintenance

Please supplement by consent and appropriate the following:

4302-3004	Repairs/Maintenance	\$126.08
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RE: Reimbursement from Courtland Park Foundation for purchase of wall cabinets.

Staff Recommendation: No new local funds are required.

Courthouse Maintenance Fund

Please transfer by consent from the Courthouse Maintenance Fund to the General Fund and supplement the following:

4302-3004	Repairs/Maintenance	\$868.40
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RE: Purchase of work chair by Wilson Staples for the Courthouse security desk.

Staff Recommendation: Transfer requested funds from the Courthouse Maintenance Fund to the General Fund and supplement to 4302-3004.

J. Robert Jamerson Memorial Library

Please supplement by consent and appropriate the following:

7301-5411	Books	\$87.50
7301-5401	Office Supplies	\$889.60
7301-5415	Summer Reading	\$26.75
TOTAL:		\$1,003.85

Staff Recommendation: No new local funds are required.

Sheriff's Department

Please supplement by consent and appropriate the following:

3102-1002	Overtime	\$138.88
3102-5504	Dues/Memberships	\$125.00
3102-1007	Traffic Safety Overtime	\$12,000.00
3102-5403	Canine Supplies	\$50.00
TOTAL:		\$12,313.88

RE: Reimbursement from Appomattox Middle School for security performed by one deputy (\$138.88); Reimbursement from Barry Letterman for spouse to attend Sheriff's Conference (\$125.00); Fine revenues from April 2019 through September 2019 (\$12,000.00); Donation from Appomattox County Schools for K-9 program (\$50.00).

Staff Recommendation: No new local funds are required.

Mr. Hogan made a motion to approve the Consent Agenda as presented. Mr. Millner seconded Mr. Hogan's motion. Chairman Carter called for a Roll Call Vote: Chairman Carter, aye; Mr. Abbitt, aye; Mr. Hogan, aye; Mr. Millner, aye; Mr. Moody, aye.

ADMINISTRATOR'S REPORT

Ms. Adams reviewed the County Administrator Messenger (Board file) with the Board and called for any questions/concerns.

REPORTS AND INFORMATIONAL ITEMS

Commonwealth of Virginia Department of Transportation - 2019 Fall Transportation Meetings

Chairman Carter stated that for the Board's review is a letter and list of transportation meetings from the Commonwealth Transportation Board. They will conduct nine public meetings across the state beginning in October 2019 to give stakeholders the opportunity to review and provide comments on transportation projects and priorities.

School - September 2019 Financial Reports

Chairman Carter stated that for the Board's review is the September 2019 month-end financial report from Dr. Bennett, Division Superintendent and Bruce McMillan, Director of Finance.

Robert E. Lee Soil & Water Conservation District Board of Directors Meeting

Chairman Carter stated that for the Board's review is a copy of the August 22, 2019 monthly Board of Directors meeting minutes from the Robert E. Lee Soil & Water Conservation District.

Virginia Victim Assistance Network & Homicide Survivor Support Group

Chairman Carter stated that for the Board's review is a press release from the Virginia Victim Assistance Network announcing September 25, 2019 as the 12th annual observance of the National Day of Remembrance for Murder Victims (NDoR). Homicide Survivor Support groups are held locally at the Oak Tree Wellness Facility in Appomattox facilitated by Joy Bagby, LPC. The group welcomes adults that have lost loved ones as a result of homicide. For more information about the Support group, contact Mary Anne Freshwater, Director of the Appomattox County Victim Witness Program at 434-352-7791.

SUPERVISOR CONCERNS

Mr. Hogan addressed an article in the Times Virginia this past week regarding Appomattox County taxes. He stated that this letter was factually wrong. He stated that the article stated that Appomattox County taxes were the highest taxes in the surrounding Counties, which is not correct; he stated that Nelson County taxes are higher than Appomattox County taxes.

Mr. Hogan also stated that this Board has not raised taxes since 2016 and to accomplish what they have accomplished without raising taxes is exceptional.

Mr. Millner stated that it is being told by his opponent in the Falling River District that the convenience sites were going to be closed and he wanted it known that the convenience sites in Promise Land and Spout Spring will not be closed and to close these sites would be detrimental.

Mr. Carter pointed out that in the Times Virginian this past week under 15 years ago, the Board of Supervisors approved Mr. Beasley's site for a transfer station.

CLOSED SESSION

Mr. Lacheney read the following Closed Session Resolution:

WHEREAS, the Board of Supervisors of Appomattox County desires to discuss in Closed Meeting the following matter(s):

- Discussion or consideration of the acquisition of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body.
- Consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel concerning a host agreement.

WHEREAS, pursuant to: §2.2-3711 (A)(3) (A)(8) of the Code of Virginia, such discussions may occur in Closed Meeting;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Appomattox County does hereby authorize discussion of the aforesated matters in Closed Meeting.

At 7:46 p.m., Mr. Millner made a motion to enter into a closed meeting and invited County Waste and Mr. Roark to attend the closed meeting. Mr. Hogan seconded Mr. Millner's motion. Chairman Carter called for a vote: Chairman Carter, aye; Mr. Abbitt, aye; Mr. Hogan, aye; Mr. Millner, aye; Mr. Moody, aye.

At 8:33 p.m., Ms. Phelps read the following Closed Session Certification:

To the best of your knowledge, were the only matters discussed in the closed meeting public business matters lawfully exempted from open meeting requirements, and that only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the closed meeting. Ms. Phelps called for a Roll Call Vote: Chairman Carter, aye; Mr. Abbitt, aye; Mr. Hogan, aye; Mr. Millner, aye; Mr. Moody, aye.

ATTORNEY'S REPORT

County Waste Host Agreement - Ratification of Signature

Chairman Carter stated that the Board approved the Host Agreement at the September meeting and authorized the County Administrator to sign the final document. Mr. Lacheney, County Attorney, is prepared to discuss the final version of the Host Agreement and requests Board action to ratify the signature.

Mr. Moody made a motion to ratify the signature of the County Administrator on the following Host Agreement. Mr. Hogan seconded Mr. Moody's motion. Chairman Carter called for a Roll Call Vote: Chairman Carter aye; Mr. Abbitt, aye; Mr. Hogan, aye; Mr. Millner, aye; Mr. Moody, aye.

HOST AGREEMENT

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HOST AGREEMENT

This Host Agreement (“Agreement”) dated October __, 2019, between Appomattox County, Virginia, a body politic and political subdivision of the Commonwealth of Virginia (“Appomattox” or “County”); and County Waste of Southwest Virginia, LLC (“County Waste”) (singularly, a “Party” and, collectively, the “Parties”), recites and provides as follows:

RECITALS

R-1. County Waste owns certain real property located in the County on which County Waste intends to construct a non-hazardous solid waste transfer station (the “Transfer Station”). The said property is more fully described on a plat which is attached hereto as Exhibit A, and to which plat reference is hereby made for a more complete and accurate description of the Transfer Station real property.

R-2. County Waste intends to apply for local approvals necessary to construct and operate a Transfer Station on the property identified on Exhibit A.

R-3. County Waste will apply to the Virginia Department of Environmental Quality (“VDEQ”) for and will seek to obtain all VDEQ permits necessary to construct and operate a Virginia Solid Waste Transfer Station on the property.

R-4. After the VDEQ permit(s) is issued and County Waste receives all necessary local approvals, County Waste intends to construct and commence operations of the Transfer Station under the Permit and in accordance with applicable zoning regulations, and this Agreement shall govern certain aspects of the operation of the Transfer Station during the term of the Agreement.

NOW, THEREFORE, in consideration of the mutual obligations and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

DEFINITIONS

“Act” shall mean the Virginia Waste Management Act, 10 Va. Code §§ 10.1-1400 *et. seq.*

“Board of Supervisors” means the Board of Supervisors of the County.

“Compensable Solid Waste” means all Solid Waste received at the Transfer Station except: (1) recycling materials; (2) material for which County Waste does not receive payment for acceptance at the Transfer Station from County residents or organizations located in the County; and (3) other material generated or arising from natural disasters for which County Waste does not receive payment for accepting at the Transfer Station, and (4) other Solid Waste for which County Waste does not receive payment which is approved by the Board of Supervisors to constitute an exemption from Compensable Solid Waste.

“Construction Waste” means Solid Waste that is produced or generated during construction, remodeling, or repair of pavements, houses, commercial buildings, and other structures. Construction Waste includes, but is not limited to, lumber, wire, sheetrock, broken brick, shingles, glass, pipes, concrete, paving materials, and metal and plastics if the metal or plastics are a part of the materials of construction or empty containers for such materials. Paints, coatings, solvents, asbestos, any liquid, compressed gases or semi-liquids and garbage are not Construction Waste for purposes of this Agreement.

“Container” means any portable device in which a material is stored, transported, treated, or otherwise handled and includes transport vehicles that are containers themselves (*e.g.*, tank trucks) and containers placed on or in a transport vehicle.

“Convenience Center” means a collection point for the temporary storage of solid waste provided for individual solid waste generators who choose to transport solid waste generated on their own premises to an established centralized point, rather than directly to a disposal facility. To be classified as a Convenience Center, the collection point may not receive waste from collection vehicles that have collected waste from more than one real property owner. A Convenience Center shall be on a system of regularly scheduled collections.

“County Government” means agencies, departments, and other entities staffed primarily by County employees; public schools located in the County; and institutions administered and

funded by the County, including jails, parks, and playgrounds, but excluding agencies and departments of the Commonwealth of Virginia or the federal government. Notwithstanding the foregoing, for purposes of this Agreement, County Government shall include all governmental or quasi-governmental offices in the County for which the solid waste is collected by County employees.

“Debris Waste” means Solid Waste resulting from land-clearing operations. Debris Waste includes, but is not limited to, stumps, wood, brush, leaves, soil, and road spoils.

“Demolition Waste” means that Solid Waste that is produced by the destruction of structures and their foundations and includes the same materials as Construction Waste.

“Disaster Waste” means any Solid Waste and debris that is generated as a result of, or in connection with, any significant storm or other severe weather occurrence, natural or man-made disaster, war, act of terrorism, or other similar occurrence or event, and such similar Solid Waste generated in connection with clean-up and/or reconstruction activities resulting from any such occurrences or events.

“Household Waste” means any Solid Waste material, including garbage, trash, and refuse, derived from households. Households include single residences, individual apartment units, and duplexes. Household Waste does not include sanitary waste in septic tanks (seepage) that is regulated by other state agencies, and does not include containers utilized by commercial landlords or other businesses.

“Municipal Solid Waste” means that Solid Waste that is normally composed of residential, commercial, institutional, approved industrial, or approved special Solid Waste, and residues derived from combustion of these wastes.

“Operation” means all waste management activities at a SWTS beginning with the initial receipt of solid waste for storage, collection, or transfer and ceasing with the initiation of final closure activities at the SWTS subsequent to the final receipt of Solid Waste.

“Permit” means all necessary approvals from VDEQ to design, construct, operate and maintain a SWTS.

“Regulations” or “VDEQ Regulations” means VDEQ regulations pertaining to the permitting, operation, monitoring, and closure of a SWTS.

“Recycling Material” means any material recognized in the solid waste industry as recyclable and containing less than ten percent (10%) of contaminated materials.

“Sludge” means any solid, semi-solid, or liquid waste generated from a municipal, commercial, or industrial wastewater treatment plant, water supply treatment plant, or air pollution control facility exclusive of treated effluent from a wastewater treatment plant.

“Solid Waste” means any garbage, refuse, sludge, and other discarded material, including solid, liquid, semisolid, or contained gaseous material, resulting from industrial, commercial, mining, agricultural operations, or community activities, but does not include (i) solid or dissolved

material in domestic sewage, (ii) solid or dissolved material in irrigation return flows or in industrial discharges which are sources subject to a permit from the State Water Control Board, or (iii) source, special nuclear, or by-product material as defined by the Federal Atomic Energy Act of 1954, as amended. Solid Waste also includes approved special waste.

“SWTS” means any solid waste storage or collection facility at which solid waste is transferred from collection vehicles to haulage vehicles for transportation to a central solid waste management facility for disposal, incineration, or resource recovery, defined as a “Transfer Station” under the Regulations. The Transfer Station which is the subject of this Agreement is a SWTS.

SECTION 1. OPERATIONS

1.1 Acceptable Waste. The Transfer Station shall be permitted and operated, and will continue at all times to operate, as a SWTS and shall be authorized to accept Municipal Solid Waste, Construction Waste, Debris Waste, Demolition Waste, and Disaster Waste so long as the said Disaster Waste is not of any type identified herein as Unacceptable Waste, as defined in Section 1.2 below (hereinafter such authorized waste is referred to a “Acceptable Waste”). County Waste will operate the Transfer Station as a SWTS and will accept those wastes authorized by the Act and Regulations as they may from time to time be amended, and by the Transfer Station Permit, including subsequent Permit(s) and Permit modifications that may be issued from time to time. Provided, however, County Waste has authority to reasonably refuse acceptance of any waste it deems poses an odor problem, in County Waste’s judgment would be commercially or economically infeasible to dispose of, or reasonably believes would pose a risk to health and safety.

1.2 Unacceptable Wastes. County Waste shall not accept for disposal in the Transfer Station any of the following (“Unacceptable Wastes”):

a. Any material the disposal of which at the time of acceptance would violate the then-existing Permit or any then-current federal, or state, laws, rules or regulations pertaining to a SWTS;

b. Any “Hazardous Waste” which shall be deemed to be: (i) any waste defined as “hazardous waste” by Section C of the Resource Conservation and Recovery Act; (ii) any waste defined as “hazardous material” or identified as hazardous waste and described and regulated by VDEQ’s Hazardous Waste Management Regulations; (iii) solid waste, which because of its quantity, concentration or physical, chemical or infectious characteristics may: (a) cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or (b) pose a substantial present or potential hazard to human health, the Transfer Station, or the environment when treated, stored, transported, disposed of, or otherwise managed; (iv) potentially infectious medical waste; (v) regulated levels of polychlorinated biphenyls as defined by the Toxic Substances Control Act, 15 U.S.C. § 2601-2629, or regulations adopted thereunder; and (vi) radioactive waste or low-level radioactive waste as defined by the Atomic Energy Act, 42 U.S.C. § 2011, et seq., or the Southeast Interstate Low-Level Radioactive Waste Management Compact, or the implementing regulations of either;

c. Any nuclear or by-product material as defined by the Atomic Energy Act of 1954, as amended (68 Stat. 923); and

d. Sludge.

1.3 Removal of Unacceptable Wastes. In the event Unacceptable Wastes are deposited in the Transfer Station, County Waste shall promptly remove or cause to be removed the Unacceptable Waste from the Transfer Station and cause the same to be disposed of in accordance with all applicable laws and regulations.

1.4 Convenience Center for Residential Waste. As part of the Transfer Station, County Waste shall provide a Convenience Center to be located on the Transfer Station property for use by the residents of the County for disposal free of charge to the residents of the County of Household Waste and the drop off of Recycling Materials as set forth herein. As set forth in paragraph 1.5, the County shall pay County Waste for any Acceptable Waste dropped off by residents of the County. At a minimum, the Convenience Center shall generally be open to County residents five (5) days a week, except holidays and, inclement weather, or during emergencies, during business hours of 8:00 a.m. to 6:00 p.m., Tuesday through Friday and from 8:00 a.m. to 2:00 p.m. on Saturday. The Convenience Center will have recycling Containers, trash disposal Containers, and compacting equipment if needed. The recycling Containers will be provided by County Waste and recycling.

1.5 Gate Rate.

a. Solid Waste. During the term of this Agreement, subject to any adjustments that may be set forth in Section 1.6 of this Agreement, the County shall pay the Gate Rate then in effect per ton of Acceptable Waste delivered to the Transfer Station (including the Convenience Center) by residents of the County in accordance with Section 1.4 above and from County Government facilities (the "Gate Rate"). Provided, however, as set forth below and notwithstanding the above, the Gate Rate for tires less than twenty (20) inches in diameter shall be \$5.00 per tire, appliances or white goods without freon shall be \$5.25 per item, (County Waste does not intend to accept appliances and white goods with freon), and tires larger than twenty (20) inches in diameter fees shall be \$10.00. but all tires and appliances shall be charged directly to the citizen and not to the County, provided, further, the Gate Rate for these items shall be adjusted annually, beginning on the first (1st) anniversary of the beginning of Operation of the Transfer Station, and on each anniversary thereafter, to reflect increases in the Consumer Price Index (CPI-U) published by the Bureau of Labor for all urban consumers, with a maximum increase of 3.0 percent (3.0%), or the then current rate charged by the Authority, whichever is higher, on each anniversary. Provided, further, in the event County Waste at the Transfer Station or at any other Transfer Station it operates within a 30 mile radius of the City of Lynchburg, Virginia charges any of its customers a lower disposal rate for Compensable Solid Waste than the standard Gate Rate at the Transfer Station then in effect, the Gate Rate for the County shall immediately be reduced to such lower amount while such pricing term remains in effect. However, the provision requiring a lower Gate Rate for the County shall not apply to any price or fee County Waste charges its subsidiaries or affiliates. The Gate Rate shall be calculated and paid to County Waste on a calendar month basis and payment shall be made to County Waste on or before the fifteenth (15th) day of the month immediately following the month for which the fee is calculated.

b. Recyclables. County Waste shall have at the Transfer Station a Convenience Center or other area designated for County residents to deposit their Recycling Materials dropped off by County residents. The County shall not pay County Waste any fee for Recycling Materials. Provided, however, if a County resident drops off materials as Recycling Materials, and those materials contain ten (10) percent or more of contaminated materials, then all the materials dropped off by the County resident shall be treated as Waste, and the County shall pay County Waste the Gate Rate set forth in paragraph 1.5 for those materials.

c. Verification. County Waste shall provide a method of identifying County Citizens to verify their right to utilize the facility, and shall pay the costs of said verification system.

1.6 Governmental Fees. The Gate Rate shall at all times during the term of this Agreement include all fees, taxes and other similar assessments imposed by all governmental authorities which are in effect as of the date of this Agreement, including without limitation recycling fees, post-closure fees, host fees and royalties (collectively, the "Fees"). The Parties acknowledge and agree that any additional Fees or increases in current Fees imposed subsequent to the date of this Agreement shall cause the Gate Rate to be immediately increased by the amount of any such increase in Fees or additional Fees.

1.7 Scales. County Waste shall operate scales at the Transfer Station entrance or at such other location as may be determined by County Waste to ensure the proper weighing of vehicles entering the Transfer Station. Scales will be of a type and quality customarily used in the industry and shall be properly maintained and operated. Scale data will be reported monthly to the County in such form and at such time as the Parties hereto agree, and scale data will also be available for review by the County at the Transfer Station during normal business hours upon reasonable notice.

SECTION 2. HOST FEE; AUTHORITY PAYMENT

2.1 Host Fee. Upon Commencing Operation of the Transfer Station, County Waste will pay to the County a Host Fee of \$1.50 per ton for each ton of Compensable Solid Waste accepted for disposal at the Transfer Station. The Host Fee shall be calculated and paid on a calendar month basis and payment shall be made to the County on or before the fifteenth (15th) day of the month immediately following the month for which the fee is calculated. The Host Fee shall be adjusted annually, beginning on first (1st) anniversary of the beginning of Operation of the Transfer Station, and on each anniversary thereafter, to reflect increases in the Consumer Price Index (CPI-U) published by the Bureau of Labor for all urban consumers, with a maximum increase of three percent (3%) on each anniversary.

2.2 Approvals and Additional Host Payment. Within 30 days after 1) County Waste has received all unappealable and final zoning approvals (as defined and described in paragraph 3.2 below) necessary to construct and operate the Transfer Station on the property described on Exhibit A, and 2) approval of an SWMP or SWMP amendment (as defined and described by paragraph 3.2 below), County Waste will pay to the County or its designee the non-refundable amount of \$150,000.00

SECTION 3. CONSTRUCTION AND ADMINISTRATION

3.1 Books and Records.

a. Quarterly Reports. County Waste shall keep records of Solid Waste received and the County shall have the right to inspect and audit the same insofar as they pertain to the operation of the Transfer Station. The records shall show the type, weight, and volume of Solid Waste received. Such record shall also specify the amount of Solid Waste received from County residents convenience waste drop off stations and from County Government facilities disposed of at the Transfer Station. County Waste shall prepare reports on a quarterly basis, certified by an officer of County Waste and send such reports the County on or before the fifteenth (15th) day of the month immediately following the end of such quarter.

b. Annual Report. County Waste shall prepare and furnish to the County an annual report which shall provide a summary of the information required in the quarterly report.

c. Annual Certificate. County Waste shall prepare an annual certificate of its Transfer Station operations showing annual tonnages and receipts, which certificate shall be issued by an officer of County Waste with copies being furnished to the County. County Waste shall deliver such certificate to the County no later than March 1 of each year following the previous calendar year of such operations. The County will hold in confidence and not disclose nor use any information furnished or disclosed to it without the express written approval of County Waste unless the release of such information is required under the Virginia Freedom of Information Act or court proceedings.

3.2 Permits and Approvals.

a. As part of the process to obtain approval to construct, own, and operate the Transfer Station, County Waste shall apply to the County to receive any necessary rezoning and any other related approvals and permits, such as rezoning, conditional use permit, special use permit, and/or special exception, required or needed to construct and operate the Transfer Station. (collectively “zoning approvals”). The required zoning approvals shall state the terms and conditions upon which the Transfer Station may be operated by County Waste. Any requirements of the Board of Supervisors contained in the zoning approvals shall be fulfilled by County Waste in connection with the Transfer Station. Nothing herein shall guarantee approval or continuation of any rezoning approval; provided, however, this Agreement is contingent upon County Waste receiving all necessary zoning approvals, with proffers and conditions reasonably acceptable to County Waste and not imposed on County Waste over its objection. This Agreement is also contingent on any required regional sanitary waste management plan or amendment thereof (collectively “SWMP”) approved by all necessary governmental bodies or state agencies, that identifies the Transfer Station on the property described in Exhibit A and permits and authorizes its use and operation as a Transfer Station under the SWMP.

b. As part of the consideration for this Agreement, the County will cooperate fully with County Waste’s efforts to obtain the Permit and/or Permit amendments and zoning approvals authorizing the Transfer Station’s construction and operations, including the performance of infrastructure studies, traffic studies, zoning approvals, need surveys and other

information necessary for preparation of a complete application. The County will make available to County Waste upon request access to all records and data in its possession or control pertaining to the Transfer Station. The County will use its best efforts to support and cooperate with County Waste in obtaining the Permit for the Transfer Station and any necessary amendments to the Transfer Station Permit for the Transfer Station construction, and will process expeditiously requests for zoning, rezoning approvals, and other approvals required by County ordinances. Nothing herein shall be construed to require the Board of Supervisors to exercise any legislative function in favor of County Waste.

SECTION 4. CLOSURE

4.1 Facility Closure; Financial Assurance. County Waste will post financial assurances in accordance with the requirements of the Act and VDEQ Regulations for the closure and post-closure obligations associated with the Transfer Station.

4.2 Transfer Station Site Closure, Final Plan and Completion.

a. Transfer Station Closure. The closure of the Transfer Station shall be in compliance with all applicable federal and state laws, regulations, and permits. The final closure plan must be approved by VDEQ or its successor regulatory authority prior to initiating closure.

b. Post Closure Care. The post closure care for the Transfer Station shall be in compliance with all applicable federal and state laws, regulations, and permits.

SECTION 5. DEFAULT

5.1 No Joint Venture. This Agreement is entered into solely for the purposes set forth herein and shall not be construed to create a joint venture or partnership between County Waste and the County.

5.2 Cooperation by County.

a. The Board of Supervisors will work with County Waste to advance the interests of the County financially and to promote clean, healthy waste disposal facilities.

b. The County will advise new businesses locating in Appomattox County of the availability of County Waste to haul waste to the Transfer Station.

c. While County Waste and/or its affiliates, subsidiaries, successors, and assigns operate the Transfer Station, the County shall not limit or restrict their ability or right to deliver to the Transfer Station waste originating in the County or elsewhere, or to limit or restrict which landfill such waste can be disposed.

SECTION 6. MISCELLANEOUS

6.1 Compliance With Laws. County Waste shall operate and close the Transfer Station in compliance with all applicable federal and state laws, regulations, and permits. County

Waste shall comply with all applicable laws, regulations, rules, and ordinances which generally govern the operation of a business within the County.

6.2 Insurance. County Waste will obtain and maintain in effect comprehensive general liability insurance and pollution liability insurance with minimum coverage limitations of \$2,000,000 per occurrence and \$5,000,000 annual aggregate; employer's liability/workers' compensation insurance with a minimum coverage limitation of \$1,000,000 per accident; property and casualty insurance on a replacement value basis, with minimum coverage limitation of \$5,000,000 per occurrence; and such other insurance for the Transfer Station as may be required by law. The County, its elected and appointed officials, and its employees, shall be listed as additional insureds on the comprehensive general liability and pollution insurance policies in connection with any event or occurrence arising from the Transfer Station.

6.3 Term; Modification.

a. This Agreement shall become effective only 1) upon receipt of the final Permit from VDEQ and approval of all applicable zoning approvals for the operation of the Transfer Station as a SWTS authorized to accept each of Municipal Solid Waste, Construction Waste, Debris Waste, Demolition Waste, and Disaster Waste on conditions and proffers acceptable to County Waste, and 2) approval of an SWMP described in paragraph 3.2. In the event the final Permit and SWMP are not issued or adopted within 3 years from the date of execution of this Agreement, County Waste may terminate this Agreement and shall have absolutely no liability hereunder. Upon this Agreement becoming effective in accordance with Section 6.3(a), this Agreement shall remain in effect until the earlier of (i) 15 years from the initial Operation of the Transfer Station, with two 5-year renewal options at the discretion of County Waste or the County with the renewals automatically occurring unless a Party gives written notice to the other Party at least one hundred eighty (180) days prior to the end of the existing term or (ii) such time as Solid Waste is no longer accepted at the Transfer Station, unless sooner terminated as permitted under the terms of this Agreement, or by a subsequent written agreement of the Parties.

b. County Waste will notify the County, in writing, at least one hundred eighty (180) days prior to ceasing acceptance of Solid Waste at the Transfer Station.

c. This Agreement may be modified only by an instrument in writing, executed by the Parties.

d. Following the termination of this Agreement, County Waste may continue to operate the Transfer Station in accordance with the Transfer Station Permit in its sole discretion.

e. This Agreement contains the entire Agreement between the Parties with respect to the subject matter hereof. This Agreement supersedes any prior written or oral agreements and understandings between the Parties as to the subject matter hereof.

6.4 Transferability of Agreement. Except for a subsidiary or wholly-owned affiliate of County Waste or County Waste of Virginia, LLC, no assignment of this Agreement or any right accruing under this Agreement shall be made in whole or in part by County Waste without the express written consent of the County, which consent shall not be unreasonably withheld. In the event of any consented assignment, the assignee shall assume the liabilities of County Waste. Such

assignment will not release County Waste from its obligations under the terms of this Agreement. Any assignment, other than to a permitted subsidiary, without the consent of the County shall be void.

6.5 Breaches and Defaults.

a. In the event of a default under this Agreement, if a Party has not cured its default after thirty (30) days of receiving written notice of the default from the non-defaulting Party, the non-defaulting Party shall have the right, but not the obligation, to cure such default and to charge the defaulting Party for the cost of curing such default, including the right to offset said costs of curing the default against any sums due or which become due to the defaulting Party under this Agreement. Such non-defaulting Party shall, in its reasonable judgment, attempt to use the most economically reasonable method of curing any such default.

b. This Agreement may be terminated by a non-breaching Party in the event of a material breach of this Agreement by the other Party that has not been cured within thirty (30) days of written notice thereof being sent to the breaching Party by the non-breaching Party. If a dispute exists as to whether an amount is owed or a Party has otherwise breached or failed to comply with this Agreement, either Party may seek a declaratory judgment in Appomattox Circuit Court and submit the disputed amount, if any, to the Clerk of the Appomattox Circuit Court, and the cure period and any termination of this Agreement shall be tolled pending a decision of the Circuit Court.

c. To be effective under this Agreement, written notice by the Parties shall be delivered by hand or by certified mail, return receipt requested, as follows unless and until a Party is notified by the other of a change in recipient and/or address:

As to County Waste:

Jerry Cifor
4 Enterprise Avenue
Clifton Park, New York 12065

With a copy to:

William H. Shewmake, Esquire
Woods Rogers PLC
901 E. Byrd Street, Suite 1550
Richmond, Virginia 23129

As to the County:

Office of the County Administrator
153-A Morton Lane
Post Office Box 863

Appomattox, Virginia 24522

With a copy to:

Thomas E. Lacheney, Esquire

Deal & Lacheney P.C.

County Attorney

P.O. Box 1767

Midlothian, Virginia 23113

d. In the event of a breach and the appropriate notice thereof to County Waste by the County, the cure periods noted above may be extended at the sole discretion of the County without the County waiving its right to terminate the Agreement at any time prior to the cure being made by County Waste.

e. If the County files a lawsuit to enforce any provision of this Agreement, and the County substantially prevails on any substantive count of the lawsuit, the County is entitled to all reasonable attorneys' fees, litigation expenses, and court costs on the counts it asserted, except for those counts or claims that are resolved in County Waste's favor on demurrer, a motion to dismiss, or summary judgment. In no event shall County Waste be entitled to an award of attorneys' fees or litigation expenses against the County under this Agreement. County Waste will only be entitled to litigations expenses and court costs, including reasonable attorneys' fees where such entitlement is expressly required by statute or other law or rule.

6.6 No Third Party Beneficiaries. This Agreement is solely for the benefit of the named Parties and no third party beneficiaries are created or intended to be created hereby.

6.7 Severability. If any provision of this Agreement shall be declared void or unenforceable, the remaining provisions shall not be affected but shall continue in full force and effect.

6.8 Force Majeure. Any delay or failure of performances by either Party hereunder shall not constitute a breach or give rise to any claim if and to the extent such delay or failure is caused by an act, event, or condition beyond the Party's reasonable control.

6.9 Environmental and Community Protection/Assurance. County Waste will perform this Agreement and provide services to County in a manner that places the safety and welfare of the County, its residents, and their properties at the forefront. County Waste will operate the Transfer Station in a manner that compliments the aesthetics of the surrounding area and neighborhood. It is the mutual goal of the County and County Waste that the Transfer Station be a source of pride for the County, its citizens, and the greater Southside Virginia community.

6.10 Contingency. Nothing in this Agreement guarantees zoning approval for the Transfer Station, and the rights and obligations of the Parties are contingent upon the initial

zoning approvals (including conditional use Permit) necessary to construct and operate the Transfer Station on the property described in Exhibit A. Traffic Signs. During the operation of the Transfer Station, County Waste will install and maintain prominently displayed sign(s) directing truck traffic to exit the Transfer Station by turning right, and all County Waste vehicles will turn right unless specific circumstances require otherwise.

6.12 Garage of County Waste Vehicles. After this Agreement becomes effective pursuant to Section 6.3, during the initial term of the Agreement and any renewals thereof, County Waste shall use its reasonable best efforts to have its trucks used to collect waste and recycling materials in connection with County Waste's Lynchburg division located in Appomattox County on January 1 each year after this Agreement becomes effective. For example, if the Agreement becomes effective in November 2020, County Waste would use its reasonable best efforts to have its Lynchburg division trucks garaged/parked in Appomattox County on January 1, 2021, and each January 1 thereafter as long as this Agreement remains in effect. Provided further, this obligation terminates at the end of the initial term of the Agreement and any renewals thereof, or the termination date of the Agreement if terminated as permitted by the Agreement, whichever occurs first.

Chairman Carter reminded the Board of the following upcoming meetings:

UPCOMING MEETINGS

Thursday, November 7, 2019 @ 5:30 PM

Joint Meeting and Dinner with School Board
Appomattox County High School
198 Evergreen Ave., Appomattox, Virginia

Monday, November 18, 2019 @ 6:30 PM

Regular Scheduled Meeting
Board of Supervisors Meeting Room
171 Price Lane, Appomattox, Virginia

ADJOURNMENT

Mr. Abbitt made a motion to adjourn the meeting at 8:34 p.m. Mr. Hogan seconded Mr. Abbitt's motion. Chairman Carter called for a vote: Chairman Carter, aye; Mr. Abbitt, aye; Mr. Hogan, aye; Mr. Millner, aye; Mr. Moody, aye.

The scheduled meeting adjourned at 8:34 p.m.

Samuel E. Carter, Chairman